Appellants claim that agreements of this sort are binding even as to innocent third persons. They rely on the case of *Hundertmark v. Hundertmark*, 372 Pa. 138, 93 A.2d 856 (1952), where the husband and wife agreed that the husband should continue the wife as beneficiary of certain life insurance policies after the divorce. However, the issue in the present case arises from the very point on which this case differs factually from Hundertmark. The agreement in Hundertmark was an integral part of the separation and property settlement agreement for which that court expressly held there was adequate consideration. Hundertmark, supra at 142, 93 A.2d 856. In the present case, the parties had concluded their property settlement agreement more than one month before the agreement concerned in this appeal, and the question involved is whether the subsequent agreement was supported by consideration.

The lower court held that the subsequent agreement was separate and independent of the earlier property settlement and could not stand because it was unsupported by consideration. Its reasons were: (1) the first wife relinquished no legal right in excess of a mere expectancy; (2) the subsequent agreement was not for the children's basic maintenance, required by law, which had been provided for adequately by the property settlement; and (3) the sole purpose for the consummation of the subsequent agreement was that Rhoda had threatened to contest the impending divorce proceedings unless Benjamin agreed to endorse the insurance policies over to the children as beneficiaries—therefore, any such consideration, being collusive in nature, is void as against public policy.

[1, 2] Appellants appeal only from the last of the three reasons set forth by the lower court. It is settled law, as noted by the lower court, that bona fide agreements relating to the adjustment of property rights between husband and wife, even though made in contemplation of a divorce, are upheld if they are not directly conducive to the procurement of a divorce. *Schmoker v. Schmoker,* 359 Pa. 272, 275, 59 A.2d 55 (1948. The agreement involved in Hundertmark was such a property settlement. The lower court here found, both as matters of fact and law, that the agreement, in contrast with the earlier settlement agreement, was directly conducive to the procurement of a divorce and, therefore, void as consideration.. From the record it is clear to us that the lower court's findings were supported by competent and sufficient evidence. Accordingly, we are of the opinion that there is no reversible error on this question.

[3] Appellants, however, raise the question of whether the words "Approved by", followed by the signature of Benjamin Gershman, on the letter constituting the agreement amounted to "an additional express statement, in any form of language, that the signer intends to be legaly bound," so as to constitute legal consideration under the Uniform Written Obligations Act of May 13, 1927, P.L. 985, § 1, 33 P.S. §6. We merely say, in response to this agreement, that we fail to see how the simple approval involved herein can be considered as an "additional express statement * * * to be legally bound."

[4] Since the contract fails for lack of consideration, Gershman's children have no right to recover in this action of interpleader.

Judgment affirmed.